

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY  
DIRECT DIAL NUMBER

312/559-6158

June 22, 1988  
File No. A-13039 (A-425)

RECORDATION BY 15420-B

No.

8-176A051

JUN 24 1988 10 35 AM

Date JUN 24 1988

INTERSTATE COMMERCE COMMISSION

Fee \$

13.00

ICC Washington, D.C.

Ms. Noretta McGee  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Re: Conditional Sale Agreement dated as of December 20, 1987 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of December 20, 1987 between North Western Leasing Company and Independence Bank of Chicago, assigned Recordation Nos. 15420-A and 15420, respectively.

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of Amendment #1, dated May 1, 1988 covering replacement of the covered hoppers as described on Schedule A-1 attached to the Agreement with one hundred nine (109) freight cars described on Schedule A-2 attached to the Agreement.

The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company  
One North Western Center, Chicago, Illinois 60606
2. North Western Leasing Company  
One North Western Center, Chicago, Illinois 60606
3. Independence Bank of Chicago  
7936 South Cottage Avenue, Chicago, Illinois 60619

Enclosed is a check for \$13.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely

*Lisa M. Fanelli*  
Lisa M. Fanelli  
Assistant Secretary

Enclosure

cc: J. E. Voldseth (A-425)  
J. G. Marski  
R. S. Morgan  
M. H. Shumate  
Arthur Anderson & Co. (Daniel Doyle)  
f-cs37k2

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**6/24/88**

**OFFICE OF THE SECRETARY**

**Lisa M. Fanelli  
Assistant Secretary  
Chicago, & North Western Transp. Co.  
One North Western Center  
Chicago, Illinois 60606**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/24/88 at 10:35am, and assigned recordation number(s). 15420-B

**Sincerely yours,**

*Nanta L. McGee*

**Secretary**

**Enclosure(s)**

RECORDED IN 15432-B  
JUN 24 1988 10 11 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT #1  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 20, 1988  
Between  
Chicago and North Western Transportation Company  
And  
North Western Leasing Company

THIS AMENDMENT #1 is dated as of the first day of May, 1988 by and between Chicago and North Western Transportation Company and North Western Leasing Company (those capitalized terms not defined herein shall have the meanings ascribed to them in the above referenced Conditional Sale Agreement (the "CSA")).

WHEREAS, Railroad and Seller entered into the CSA, under and pursuant to the Finance Agreement dated as of June 15, 1987 among Railroad, Seller and Assignee, which CSA was secured with collateral consisting of, among other Equipment, those railroad covered hoppers identified in Schedule A-1 attached hereto and hereby made a part hereof; and

WHEREAS, Railroad and Seller wish to substitute alternate freight cars identified in Schedule A-2 under the CSA in place of the covered hoppers identified in Schedule A-1; and

WHEREAS, the interests of the Seller in the CSA were assigned to the Assignee under an Agreement and Assignment dated the same date as the CSA, consequently requiring the consent of the Assignee to amendments of the CSA.

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

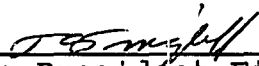
1. It is hereby agreed that those railroad covered hoppers identified in Schedule A-1 are deleted from the original Schedule A to the CSA effective ab initio under the CSA and those railroad freight cars identified in Schedule A-2 are hereby added to original Schedule A to the CSA effective ab initio under the CSA as if they had been Equipment subject to the CSA from the moment of its first effectiveness.

2. All other terms and conditions of the CSA shall remain in full force and effect unmodified hereby.


IN WITNESS WHEREOF, the parties hereto have signed this  
Amendment #1 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

By   
Vice President-Finance

Attest:

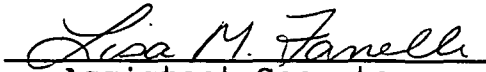
  
Assistant Secretary

NORTH WESTERN LEASING COMPANY

[Corporate Seal]

By   
Vice President

Attest:

  
Assistant Secretary

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF C O O K    )

On this 29th day of April, before me personally appeared T. A. Tingleff, to me personally known who, being by me duly sworn, says that he is Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF C O O K    )

On this 29th day of April, before me personally appeared T. A. Tingleff, to me personally known who, being by me duly sworn, says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado  
Notary Public

[Notarial Seal]

CONSENT  
To  
AMENDMENT #1  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 20, 1988  
Between  
Chicago and North Western Transportation Company  
And  
North Western Leasing Company

As of the first day of May, 1988, Independence Bank of Chicago ("Assignee") as Assignee of Seller's interests in the CSA under the Agreement and Assignment between Seller and Assignee dated as of the date of the CSA, hereby affirms its consent to the foregoing Amendment #1. Those capitalized terms not defined herein shall have the meanings ascribed to them in the above referenced Conditional Sale Agreement.

INDEPENDENCE BANK OF CHICAGO

[Corporate Seal]

By Sidney King  
Title AVP

Attest:

Julia M. Murrell

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF C O O K     )

On this 1<sup>st</sup> day of May, 1988, before me personally appeared Sidney King, to me personally known who, being by me duly sworn, says that he is Assistant Vice President of INDEPENDENCE BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mendel P. Brady  
Notary Public

[Notarial Seal]

SCHEDULE A-1  
COVERED HOPPERS TO BE REPLACED

Car No.	Purchase Price	Car No.	Purchase Price	Car No.	Purchase Price
CNW 170053	\$ 13,369	CNW 170175	\$ 13,369	CNW 170305	\$ 13,369
CNW 170057	13,212	CNW 170177	13,369	CNW 170307	13,369
CNW 170058	13,212	CNW 170180	13,369	CNW 170313	13,369
CNW 170061	13,212	CNW 170181	13,369	CNW 170316	13,369
CNW 170064	13,369	CNW 170183	13,369	CNW 170317	13,369
CNW 170065	13,369	CNW 170184	13,369	CNW 170320	13,369
CNW 170069	13,212	CNW 170185	13,369	CNW 170326	13,369
CNW 170071	13,212	CNW 170194	13,369	CNW 170333	13,369
CNW 170072	13,212	CNW 170195	13,369	CNW 170334	13,369
CNW 170074	13,212	CNW 170197	13,369	CNW 170340	13,369
CNW 170077	13,212	CNW 170198	13,369	CNW 170344	13,369
CNW 170078	13,212	CNW 170199	13,369	CNW 170345	13,369
CNW 170082	13,212	CNW 170200	13,369	CNW 170349	13,369
CNW 170087	13,212	CNW 170205	13,369	CNW 170351	13,369
CNW 170088	13,212	CNW 170206	13,369	CNW 170353	13,369
CNW 170091	13,369	CNW 170208	13,369	CNW 170354	13,369
CNW 170094	13,369	CNW 170210	13,369	CNW 170355	13,369
CNW 170096	13,369	CNW 170216	13,369	CNW 170356	13,369
CNW 170097	13,369	CNW 170220	13,369	CNW 170357	13,369
CNW 170100	13,212	CNW 170225	13,369	CNW 170363	13,369
CNW 170102	13,212	CNW 170229	13,369	CNW 170364	13,369
CNW 170105	13,212	CNW 170237	13,369	CNW 170367	13,369
CNW 170106	13,212	CNW 170238	13,369	CNW 170369	13,369
CNW 170107	13,212	CNW 170243	13,369	CNW 170370	13,369
CNW 170108	13,212	CNW 170245	13,369	CNW 170371	13,369
CNW 170109	13,369	CNW 170255	13,369	CNW 170372	13,369
CNW 170110	13,369	CNW 170256	13,369	CNW 170378	13,369
CNW 170111	13,212	CNW 170257	13,369	CNW 170380	13,369
CNW 170112	13,212	CNW 170259	13,369	CNW 170386	13,369
CNW 170113	13,212	CNW 170260	13,369	CNW 170391	13,369
CNW 170116	13,212	CNW 170265	13,369	CNW 170392	13,369
CNW 170117	13,369	CNW 170266	13,369	CNW 170397	13,369
CNW 170120	13,212	CNW 170268	13,369	CNW 170400	13,369
CNW 170121	13,212	CNW 170274	13,369	CNW 170402	13,369
CNW 170123	13,212	CNW 170275	13,369	CNW 170408	13,369
CNW 170124	13,212	CNW 170276	13,369	CNW 170417	13,369
CNW 170127	13,212	CNW 170277	13,369	CNW 170418	13,369
CNW 170137	13,369	CNW 170280	13,369	CNW 170420	13,369
CNW 170140	13,212	CNW 170281	13,369	CNW 170422	13,369
CNW 170141	13,212	CNW 170282	13,369	CNW 170430	13,369
CNW 170142	13,212	CNW 170283	13,369	CNW 170434	13,369
CNW 170144	13,212	CNW 170288	13,369	CNW 170439	13,369
CNW 170146	13,369	CNW 170289	13,369	CNW 170442	13,369
CNW 170153	13,212	CNW 170291	13,369	CNW 170443	13,369
CNW 170157	13,212	CNW 170293	13,369	CNW 170449	13,369
CNW 170158	13,212	CNW 170295	13,369	CNW 170454	13,369
CNW 170160	13,212	CNW 170297	13,369	CNW 170457	13,369
CNW 170161	13,212	CNW 170300	13,369	CNW 170458	13,369
CNW 170167	13,212	CNW 170301	13,369	CNW 170462	13,369

\$1,986,172

Qty.	Description	Railroad System No.	Purchase Price	Qty.	Description	Railroad System No.	Purchase Price
45	Covered Hoppers	CNW 69877	\$ 20,827	64	Refrigerated Box Cars	CGW 576	\$ 20,276
		CNW 69881	20,827			CGW 578	20,276
		CNW 69883	20,827			CGW 582	19,271
		CNW 69885	20,827			CGW 584	19,271
		CNW 69887	20,827			CGW 586	19,271
		CNW 69889	20,827			CGW 587	19,271
		CNW 69891	20,827			CGW 588	19,271
		CNW 69893	20,827			CGW 589	19,271
		CNW 69895	20,827			CGW 590	19,271
		CNW 170468	14,144			CGW 591	19,271
		CNW 170470	14,144			CGW 592	19,271
		CNW 170472	14,144			CGW 593	19,271
		CNW 170479	14,144			CGW 594	19,271
		CNW 170481	14,144			CGW 595	19,271
		CNW 170483	14,144			CGW 596	19,271
		CNW 170487	14,144			CGW 597	19,271
		CNW 170494	14,144			CGW 598	19,271
		CNW 170495	14,144			CGW 600	19,271
		CNW 170496	14,144			CNW 33201	20,082
		CNW 170522	15,073			CNW 33202	20,082
		CNW 170567	15,073			CNW 33203	20,082
		CNW 170581	15,073			CNW 33204	20,082
		CNW 170719	15,073			CNW 33205	20,082
		CNW 170845	15,073			CNW 33207	20,082
		CNW 170849	15,073			CNW 33208	20,082
		CNW 170854	15,073			CNW 33209	20,082
		CNW 170855	15,073			CNW 33210	20,082
		CNW 170856	15,073			CNW 33211	20,082
		CNW 170857	15,073			CNW 33212	20,082
		CNW 170858	15,073			CNW 33213	20,082
		CNW 170859	15,073			CNW 33214	20,082
		CNW 170860	15,073			CNW 33215	20,082
		CNW 170864	15,073			CNW 33216	20,082
		CNW 170865	15,073			CNW 33217	20,082
		CNW 170866	15,073			CNW 33218	20,082
		CNW 170868	15,073			CNW 33219	20,082
		CNW 170869	15,073			CNW 33220	20,082
		CNW 170884	15,073			CNW 33221	20,082
		CNW 170894	15,073			CNW 33223	20,082
		CNW 170902	15,073			CNW 33224	20,082
		CNW 170908	15,073			CNW 33225	20,082
		CNW 170917	15,073			CNW 33226	20,082
		CNW 170919	15,073			CNW 33227	20,082
		CNW 170921	15,073			CNW 33228	20,082
		CNW 170922	15,073			CNW 33229	20,082
						CNW 33230	20,082
						CNW 33231	20,082
						CNW 33232	20,082
						CNW 33233	20,082
						CNW 33234	20,082
						CNW 33235	20,082
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						CNW 33238	20,082
						CNW 33239	20,082
						CNW 33240	20,082
						CNW 33242	20,082
						CNW 33243	20,082
						CNW 33244	20,082
						CNW 33245	20,082
						CNW 33247	20,082
						CNW 33249	20,082
						CNW 32250	20,082
						CNW 32251	20,082
						CNW 33252	20,082
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